

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 56
2. Contract No.		3. Solicitation No. W52P1J-06-R-0006		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2006SEP01	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-L ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ ASC ACQUISITION CENTER ATTN AMSAS-AC ROCK ISLAND, IL 61299-6500		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSAS-AC BLDG 350 ACQUISITION CTR until 04:00pm (hour) local time 2006OCT02 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name DAWN SHERWIN E-mail address: DAWN.SHERWIN@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-4854
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11. Table Of Contents

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)			17. Signature
15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7) Code		25. Payment Will Be Made By Code	
SCD PAS ADP PT		27. United States Of America _____ (Signature of Contracting Officer)	
26. Name of Contracting Officer (Type or Print)		28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-06-R-0006 MOD/AMD</p>	<p align="right">Page 2 of 56</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY:

ITEM: M204 Mortar Propelling Charge
 NSN: 1310-01-050-8896
 PART NUMBER: 9312698
 ITEM: XM236

ITEM: M236 Mortar Propelling Charge
 NSN: Not Yet Assigned

1. This solicitation is issued under the following terms and conditions:

- a. FAR 6.302-3(b)(1)(v)(B) - Restricted to the United States and Canada.
- b. Best Value Criteria as follows:
 - (1) Technical
 - (a) Quality System
 - (b) Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning
 - (2) Management
 - (a) Program Management Plan
 - (b) Program Integrated Product Team (IPT) Structure
 - (3) Price
 - (4) Past Performance
 - (a) Quality
 - (b) On-time delivery
 - (5) Small Business Utilization

* Recent past performance, for the purpose of evaluating past performance, is defined as occurring from the three (3) years prior to the solicitations initial closing date up until date of award. The offeror must submit all contract information (Government, commercial, foreign military sales) that meets the criteria of the definition for Recent.

** Relevant past performance is defined as producing the same or similar items requiring the same or similar manufacturing processes, skills, and abilities. The offeror must submit all contract information (Government, commercial, foreign military sales) that meets the criteria of the definition for Relevant. The Contracting office reserves the right to determine which contract information is relevant, though the contractor may highlight those they feel best showcases same/similar processes, skills and abilities.

*** The Government reserves the right to evaluate data from all sources in the evaluation of past performance.

**** For evaluation purposes, Technical is significantly more important than Management, which is slightly more important than Price, which is slightly more important than Past Performance, which is significantly more important than Small Business Utilization. Within Technical, the Quality sub-factor is equal to Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning. Within Management, the Program Management Plan is significantly more important than the Program IPT Structure. Within the Past Performance factor, the Quality sub-factor is slightly more important than On-time Delivery.

All other non-price factors when combined are significantly more important than Price.

- c. First Article Test is required for both items.
- d. FOB Origin.
- e. The M204 Container, NSN: 1310-01-064-2839, Part No. 9312697 will be provided as Government Furnished Material.
- f. Evaluated option applies to items.
- g. Award resulting from this solicitation will be a Firm Fixed Price (FFP) contract with a base year plus four (4) option years, utilizing range pricing.

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Name of Offeror or Contractor:

2. Pricing templates for CLINS are provided in lieu of Section B price lines. Quantities illustrated in out-year CLINS are UNFUNDED ESTIMATES ONLY provided for planning purposes only. Offerors SHALL insert unit prices for CLINS on the appropriate pricing templates ONLY. DO NOT use Section B price lines. Offerors entries in Section B for CLINS will not be evaluated. See "Pricing Matrix", Attachment 013 for details.

3. The offeror must propose prices for ALL CLINS. Resulting award will be ALL CLINS or NONE.

4. See Section B for all information regarding Items, Quantities, and Delivery Terms.

5. A Pre-Award Survey may be required.

6. In accordance with FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition," the Government plans to award without discussions.

7. All clauses apply to items unless specifically designated.

8. All prices for this acquisition shall be stated in current US Dollars.

9. In accordance with FAR 15.404-1(g), the Government reserves the right to reject any offer if it is determined that the offer is materially unbalanced.

*** END OF NARRATIVE A 0002 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

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Name of Offeror or Contractor:

(AS7003)

A-3 52.252-4500 FULL TEXT CLAUSES
LOCAL

APR/2006

(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>FY06 - M204 PROP CHARGE</u></p> <p>NSN: 1310-01-050-8896 NOUN: M204 PROP CHARGE FSCM: 19203 PART NR: 9312698 SECURITY CLASS: Unclassified</p> <p>TECHNICAL DESCRIPTION: LOAD, ASSEMBLE, AND PACK (LAP) OF M204 PROPELLING CHARGE PER MIL-C-48867. PRIOR TO ASSEMBLY, THE CONTAINER AND PROPELLANT MUST BE STORED IN A DRY HOUSE AT 105 PLUS OR MINUS 5 DEGREES FAHRENHEIT, 20% MAXIMUM RELATIVE HUMIDITY FOR A MINIMUM OF 18 HOURS. LAP SHALL BE DONE IN A CONTROLLED ENVIRONMENT OF 70 PLUS OR MINUS 5 DEGREES FAHRENHEIT AND 40% MAXIMUM RELATIVE HUMIDITY.</p> <p>(End of narrative B001)</p>				
0001AA	<p><u>M204 FIRST ARTICLE REQUIREMENT</u></p> <p>PROGRAM YEAR: 1 NOUN: FIRST ARTICLE TEST PRON: T16F0T20HH PRON AMD: 02 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043</p> <p>DISREGARD THE PRICING LINE ABOVE. ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS INCLUDED AS ATTACHMENT 013 TO THIS SOLICITATION</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin Government Approval/Disapproval Days: 150</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 M6785460745011 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 1 0180</p>	1	LO	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.	373402	EA	\$ _____	\$ _____
	<u>FY06 M204 PROP CHARGE</u> PROGRAM YEAR: 1 NOUN: LAP CHG PROP M204 PRON: T16F0T20HH PRON AMD: 02 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61043 DISREGARD THE PRICING LINE ABOVE. ALL PROPOSED UNIT PRICING WILL BE DONE ON THE PRICING MATRIX WHICH IS INCLUDED AS ATTACHMENT 013 TO THIS SOLICITATION. (End of narrative B001) <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 M6785460745011 Y00000 M 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 373,402 31-MAR-2007 FOB POINT: Origin SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM PRODUCTION DELIVERY SCHEDULE, REQUIRED UNDER THIS REQUISITION.				
0001AC	<u>PRODUCTION QUANTITY</u>	434178	EA	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AZ	NOUN: M204 PROP CHG PRON: T16F0E68HH PRON AMD: 01 AMS CD: 41330050008 CUSTOMER ORDER NO: M9545006MP61150 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG_CD MARK FOR TP_CD</u> 001 M6785462295052 Y00000 M 3 <u>DEL REL_CD QUANTITY DEL DATE</u> 001 34,178 31-MAY-2008 002 100,000 30-JUN-2008 003 100,000 31-JUL-2008 004 100,000 31-AUG-2008 005 100,000 30-SEP-2008 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	<u>DATA ITEM</u>			\$ ** NSP **	\$ ** NSP **
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - 9312698:19203 with revisions in effect as of 9/21/05 (except as follows):

Add:

HCSDS	Rev	Date	Nomenclature	Ref-Doc
31	D	6/16/83	Nitrocellulose	MIL-DTL-244
408	B	5/12/81	Diphenylamine	MIL-D-98
601	G	10/19/87	Propellant, M10	MIL-P-63194
773	A	6/12/75	Potassium Sulfate	MIL-P-193
860	P	6/2/05	Components Combustible	9312697

1. Drawing 9352441: Add distribution Statement A.
2. The following paragraphs specify Performance Oriented Packaging (POP) Test and Heat Treatment of Wood requirements shall be included in this contract:

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the Armament Research Development and Engineering Center (ARDEC), Attn: AMSRD-AAR-AIL-P, Building 455, Picatinny Arsenal, NJ 07806-5000. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, the contractor shall not apply the UN POP certification marking provided on drawing 9313703. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Wood Packaging Materials The following applies if heat-treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

Document	Delete	Replace with
11829195	PPP-B-26	MIL-DTL-117
9211789	NBS-C429	A-A-59383 Marking Media, Opaque

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(End of statement of work)

(CS6100)

C-2 52.246-4535 STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR NOV/2005
LOCAL BALLISTIC TESTING

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

[ttp://aeps.ria.army.mil/aepspublic.cfm](http://aeps.ria.army.mil/aepspublic.cfm)

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)
Supervisor Name
Supervisor E-Mail
Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:
<http://aeps.ria.army.mil/help.cfm>

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Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsga.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

(g) Report of Contractor Ballistic Testing Module

(1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.

(2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.

(3) The LATR tab on the WARP opening page provides access to the upload process.

(4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic

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Testing. The users manual also contains screen shots which depict the upload process.

(5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

C-3	52.246-4536	STATEMENT OF WORK - 2-D BAR CODING VERIFICATION	JUL/2005
	LOCAL		

(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

C-4	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	LOCAL		

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

- (a) Packaging shall be in accordance with 9313703 revision 1, dated 21 OCT 96 FOR SHIPPING PURPOSES ONLY.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9313703, REVISION L, DATED 21 OCT 96 FOR SHIPPING PURPOSES ONLY.

EXCEPTION: THE FOLLOWING SHALL APPLY TO DRAWING 9313709, REVISION L, DATED 21 OCT 96 FOR SHIPPING PURPOSES ONLY:

2-D BAR CODE MARKINGS ARE REQUIRED IN ACCORDANCE WITH 12982865, REV G, DATED 1 MAY 2003.

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the Armament Research Development and Engineering Center (ARDEC), Attn: AMSRD-AAR-AIL-P, Building 455, Picatinny Arsenal, NJ 07806-5000. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, the contractor shall not apply the UN POP certification marking provided on drawing 9313703. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 9313727, revision G, dated 1 SEP 99, FOR SHIPPING PURPOSES ONLY. 2-D BAR CODE MARKINGS ARE REQUIRED IN ACCORDANCE WITH ACV00561, REV D, DATED 7 OCT 2005.

(End of clause)

(DS6204)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

- (a) The first article shall consist of:
- See Table I of MIL-C-48867B with Amendment 4. Sample A 110 each. Sample B, Ballistic Sample of 200 each, shall not be shipped to the proving ground until the Contracting Officer has accepted Sample A which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.
- (b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.
- (c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- (d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

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(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to HQ ASC, ATTN: Marine Corp Liaison Office, 1 Rock Island, Rock Island, IL 61299-6500.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-4550	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (x) ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-6	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
Part I General Statistical Process Control Requirements			

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

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(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance _____

Contract Number(s) _____

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

(d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

(f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

(i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or

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characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(l) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

Part II Detailed requirements pertaining to plan submittal

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope:

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document:

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure:

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

1.4 SPC Training:

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

1.5 Manufacturing Controls:

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied.

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Repeatability and accuracy of gages should be addressed.

1.6 Determination of SPC Use:

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.)

1.7 Process Stability and Capability:

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

1.8 Control Chart Policy:

a. Type of charts to be used (i.e., \bar{x} bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

1.9 Vendor/Subcontractor Purchase Controls:

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

1.10 SPC Audit System:

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

1.11 SPC Records:

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

2.0 Detailed Plan:

This section shall detail specific manufacturing process/operation parameters under control.

2.1 Control of Process/Operation Parameters or Characteristics:

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.

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(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

E-7	52.246-4511	QUALITY MANAGEMENT SYSTEM	AUG/1999
	LOCAL		

(a) The contractor shall have a documented quality management system that prevents the manufacture of nonconforming material as well as ensures continuous process improvement. All functions/operations affecting product quality shall be considered when designing the QMS. The design of the QMS will consistently assure robust product quality and assure technical product/service requirements are met through the implementation of, but not limited to, the following elements:

- (1) initial quality, process, product and failure mode and effects analysis planning
- (2) process controls; statistical techniques and other preventive measures
- (3) configuration management of documents and data
- (4) internal quality audit
- (5) root cause corrective action
- (6) calibration system assuring the accuracy, effectiveness, and repeatability of all inspection, measuring and test equipment

(b) If requested, the contractor shall make available to the government the name of a recognized quality management system or provide a written description of the QMS to be employed during the performance of this contract. A QMS that focuses on continuous improvement and total quality commitment is desired and can be demonstrated by attaining certification through the AMC Contractor Performance Certification Program (CP2).

(c) Quality records shall be maintained and serve as objective evidence relative to the effectiveness of the contractor's QMS.

(End of clause)

(ES7645)

E-8	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

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- (c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.
- (d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- (e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

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|-----|-------------|---------------------------------|----------|
| E-9 | 52.246.4531 | ACCEPTANCE INSPECTION EQUIPMENT | MAY/1994 |
| | LOCAL | | |
- (a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.
- (b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.
- (c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.
- (d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.
- (e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.
- (f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

- | | | | |
|------|-------------|---------------------|----------|
| E-10 | 52.246-4532 | DESTRUCTIVE TESTING | MAY/1994 |
| | LOCAL | | |
- (a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.
- (b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.
- (c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.
- (d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot

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acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-11	52.246-4552	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

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- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
 - (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
 - (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
 - (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
 - (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
 - (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
 - (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

(ES7500)

ALL ENERGETIC MATERIALS USED IN COMPONENTS OR END ITEMS PRODUCED UNDER THIS CONTRACT SHALL HAVE BEEN MANUFACTURED WITHIN FIVE YEARS OF THE DATE OF CONTRACT AWARD. THE GOVERNMENT WILL ENTERTAIN REQUESTS TO USE ENERGETIC MATERIALS MORE THAN FIVE YEARS OLD; HOWEVER, SUCH REQUESTS SHALL BE SUBMITTED TO THE CONTRACTING AGENCY ON A REQUEST FOR DEVIATION IN ACCORDANCE WITH PROVISIONS OF THE CONTRACT.

*** END OF NARRATIVE E 0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	FEB/2006
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-7	52.247-4551 LOCAL	SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)	FEB/1996

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

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(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of clause)

(HA8704)

H-3	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Contracting Officer
U.S. Army Sustainment Command (ASC)

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Name of Offeror or Contractor:

ATTN: AMSAS-ACA-L
Rock Island, IL 61299-6500

Commander
U.S. Army Sustainment Command (ASC)
ATTN: AMSAS-SF
Rock Island, IL 61299-6500

Commander
U.S. Army Sustainment Command (ASC)
ATTN: SJMFS-TD
Rock Island, IL 61299-6500

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6500

Commander
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(End of clause)

(HF6011)

H-4 252.211-7003 ITEM IDENTIFICATION AND VALUATION
DFARS

JUN/2005

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

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- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.
- Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.
- Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.
- Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.
- Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.
- Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.
- Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.
- Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.
- Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.
- Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.
- Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.
- Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.
- Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.
- Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.
- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
- (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

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Contract Line, Subline, or Exhibit Line Item Number	Item Description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

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(8) Current part number effective date.

(9) Serial number.

(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-5	52.242-4560	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	LOCAL	REPORTS OF DELAYS IN DELIVERY	

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

(b) The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

ACTIVITY

ADDRESS

NO. OF COPIES

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Purchasing Office (PCO)	See Award document	1
Administration Office (ACO)	See Award document	3
Production Manager	AMSJM-CDG 1 Rock Island Arsenal Rock Island, IL 61299-6500	1
Project Officer	PM-CAS ATTN: Keith Luhmann Bldg 171A, 2nd Floor Picatinny Arsenal, NJ 07806	1

(End of clause)

(HS6028)

H-6	52.246-4557	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
	LOCAL		

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Contracting Officer
AMSAS-ACA-L
1 Rock Island Arsenal
Rock Island, IL 61299-6500

2. Production Management

Commander
AMSJM-CDG
1 Rock Island Arsenal
Rock Island, IL 61299-6500

3. Send additional copies to N/A in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-7	52.223-4556	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING	JUN/1999
	LOCAL	CONTRACT COMPLETION OR TERMINATION	

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility, and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all

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applicable state and federal regulations.

(End of clause)

(HS7500)

H-852.242-4591CONTRACTOR PERFORMANCE INFORMATIONDEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-952.247-4545PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATIONMAY/1993

LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

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Serving Carrier: _____

(End of clause)

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-19	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-20	52.222-3	CONVICT LABOR	JUN/2003
I-21	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/2005
I-22	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-23	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-24	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-25	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-26	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-27	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-28	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-30	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-31	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-32	52.232-1	PAYMENTS	APR/1984
I-33	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-34	52.232-11	EXTRAS	APR/1984
I-35	52.232-16	PROGRESS PAYMENTS	APR/2003
I-36	52.232-17	INTEREST	JUN/1996
I-37	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-38	52.232-25	PROMPT PAYMENT	OCT/2003
I-39	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-40	52.233-1	DISPUTES	JUL/2002
I-41	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-42	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-43	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-44	52.242-13	BANKRUPTCY	JUL/1995
I-45	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-46	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-47	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-48	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-49	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-50	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-51	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-52	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-54	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-55	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-56	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-57	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-58	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-59	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-60	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-61	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-62	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-63	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-64	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-65	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-66	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-67	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-68	52.248-1	VALUE ENGINEERING	FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of solicitation W52P1J-06-R-0006 and the resulting contract (if applicable), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-69	52.217-7	OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM	MAR/1989
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The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the pricing matrix. The Contracting Officer may exercise the option by written notice to the Contractor within the life of the resulting contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

(IF6086)

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I-70 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL
(If none, insert "None") IDENTIFICATION NO.

(End of clause)

(IF6350)

I-71 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

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(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-72 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of clause)

(IF7018)

I-73 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in a manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-06-R-0006 MOD/AMD</p>	<p align="center">Page 36 of 56</p>
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WARNING

Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

(End of clause)

(IF7098)

I-74 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-75 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-76 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT MAR/1998
DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-77 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-78 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate

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developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENT LIST		006	
Attachment 001	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		002	
Attachment 002	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 003	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 004	LIST OF ADDRESSES		001	
Attachment 005	STATEMENT OF WORK ACCOUNTABILITY INSTRUCTIONS		001	
Attachment 006	DATA DELIVERY DESCRIPTION- REQUEST FOR DEVIATION (RFD)		004	
Attachment 007	DATA DELIVERY DESCRIPTION- NOTICE OF REVISION (NOR)		002	
Attachment 008	DATA DELIVERY DESCRIPTION- ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 009	DOCUMENT SUMMARY LIST		003	
Attachment 010	DISCLOSURE OF LOBBYING ACTIVITES		003	
Attachment 011	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM		002	
Attachment 012	INSTRUCTIONS TO THE BIDDER/OFFEROR		002	
Attachment 013	PRICING MATRIX		002	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) applies.

[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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K-3252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA
DFARS

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991

L-8	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a one-year firm fixed price contract with four additional option years resulting from this solicitation.

(End of provision)

(LF6008)

L-9	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, AMSAS-ACA-L, 1 Rock Island Arsenal, Rock Island, IL 61299-6500.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-10	52.211-4510 AMC	PARTNERING	AUG/2001
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(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win"

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philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Mr. James Prather, PCO (include names, positions, and roles in contract administration).

(End of provision)

(LM6100)

L-11 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd. Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-12 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

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(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-13	52.215-4578	COST DATA BREAKDOWN	OCT/1997
	LOCAL		

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-14	52.215-4583	DISCLOSURE OF UNIT PRICES	FEB/2004
	LOCAL		

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-15	52.222-1100	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
	LOCAL		

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMC MC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479

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Name of Offeror or Contractor:

peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of provision)

(LS7010)

SECTION L - Information to be Submitted

Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical/Management, Past Performance, Price and Small Business Utilization.

a. The proposal shall be submitted in five volumes as set forth in the table below. Information provided shall be specific to each factor.

<u>VOLUME</u>	<u>TITLE</u>	<u>MAXIMUM PAGES</u>
I	Technical Factors Sub-factor A - Quality System Sub-factor B - Manufacturing Approach/Process, Equipment/Facilities, and Contingency Planning	50*
II	Management Factors Sub-factor A - Program Management Plan Sub-factor B - Material Management	25
III	Price (Pricing Matrix)	3 pages
IV	Past Performance Sub-factor A - Quality Sub-factor B - On-time Delivery	Unlimited
V	Small Business Utilization (not including SF294's)	10

* Not including the Quality Manual.

b. Length. Each document shall be as brief as possible, consistent with complete submission and shall not exceed the maximum of pages listed above. Proposals exceeding the maximum pages listed above will not be evaluated. Pages should not exceed 8-1/2 inches in width by 11 inches in length; however, foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 10 pitch.

c. Deviation from Requested Format. The offeror shall provide an explanation in a clearly relatable format, such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is submitted. Proposals failing to provide an explanation of deviation from requested format will not be evaluated.

d. The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. Offeror shall provide a proposal that, at a minimum, addresses those evaluation factors required in Section M. Each proposal shall address the requirements of the general Statement of Work, Section C.

Specific Instructions by Volume

Offerors are responsible for including sufficient details to permit a complete and accurate evaluation of the Technical, Management, Price, Past Performance, and Small Businesses Utilization.

As the intent is to award without discussions, the offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The index of the proposal shall contain the appropriate volumes/titles/numbers at the beginning of the discussion text. The narrative discussions shall be related to the appropriate number at the beginning of the discussion text. All information specific to each factor will be confined to that part. The offeror must demonstrate knowledge and capability in the factors

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listed below.

Specific Instructions by Factor/Sub-factor

The offerors proposal will be submitted in separate volumes based on the factors/sub-factors given as set forth below, and all information specific to each factor will be confined to each sub-factor.

VOLUME I - TECHNICAL FACTORS

FACTOR I - TECHNICAL

- Sub-factor A Quality System
- Sub-factor B Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

The objective of the Technical Factor is to determine if the offerors technical capabilities are sufficient to meet the quality requirements of this solicitation.

Sub-factor A - Quality System

The offeror shall completely describe its quality system and associated certification(s)/compliances, and discuss specifically how it will be applied to perform the requirements contained in this solicitation. The offerors entire quality manual must be submitted (open-source format, e.g. Adobe) for verification of compliance with ISO registration (or alternate quality program) requirements. A statement of compliance to a higher-level quality system such as ISO 9001-2000 alone is not a sufficient response to this sub-factor, but must be supplemented with specific details of applicability to this solicitation.

The offeror shall provide an Acceptance Inspection Equipment (AIE) Program Plan including expected cycle times and downtime for major inspection equipment, equipment designs, and test/ inspection procedures. Provide history of use and government approval status if applicable. The offerors calibration and maintenance schedules for all inspection equipment shall also be addressed.

The offeror shall provide a complete description of plans and concepts for process control including type of inspection, process controls and cycle times to be utilized in the performance of this contract.

The offeror shall identify critical inspection controls/processes to be utilized in the performance of this contract. The offeror shall identify process for handling non-conforming materials in the performance of this contract (e.g. prevention of defects, line stoppage, defective product segregation, root cause failure analysis, corrective action, verification and start-up, internal controls).

Sub-factor B - Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

The offeror shall provide detailed information concerning the specific manufacturing approach, steps and processes to be utilized by the offeror in the performance of the entire proposed contract. Include history of use and major steps.

The offeror shall provide detailed information concerning the specific equipment and facilities to be utilized by the offeror in the performance of this contract. Include production history and production rate capability of the facilities and equipment.

The offeror shall provide a manufacturing contingency plan to be implemented in the event of a test failure or discovery of a critical defect throughout the product lifecycle.

FACTOR II - MANAGEMENT

- Sub-factor A Program Management Plan
- Sub-factor B Program Integrated Product team (IPT) Structure

The objective of the Management Factor evaluation is to determine if the offerors management approach provides clear evidence that he can meet or exceed the requirements of this contract within the schedule.

Sub-factor A - Program Management

The Offeror shall provide an Integrated Master Plan (IMP) and Integrated Master Schedule (IMS) that describe the overall management approach for producing and delivering mortar propelling charges to meet all performance requirements. The IMP should provide details for planning, establishing and implementing all processes the offeror intends to use to execute the program and control cost/schedule risk. The IMP should define and describe the integration of all the diverse tasks and milestones that must be successfully completed along with the requisite resources, including the offerors plans for acquiring and managing energetic subcomponents. The IMP should include an IPT staffing plan outlining key factors of responsibility and addressing the interrelationship between these factors.

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The IMP must be used to prepare the IMS. The IMS should illustrate the integration of milestones and tasks, including time sequences and durations, required for production and delivery of the M204 and M236 Propelling Charges. Each item in the IMS shall be addressed in the offerors proposal. The IMS must clearly define the programs critical path.

Sub-factor B - Program Integrated Product Team (IPT) Structure

The offeror shall describe the approach that will be used to configure the Integrated Product Team Structure; including roles and responsibilities of key program contributors. The IPT structure must clearly describe plans for technical communication between component suppliers and Government technical support (e.g. ARDEC, JMC, PMCAS, etc.).

FACTOR III PRICE

Offerors shall submit prices in accordance with the requirements in pricing matrix of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in US dollars.

FACTOR IV PAST PERFORMANCE

For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from three (3) years prior to the solicitation closing date up until date of award, or 2) awarded more than three (3) years prior to closing date, but for which deliveries occurred or were scheduled to occur within the three (3) year period prior to the closing of this solicitation. The offeror must submit all contracts; government, commercial, and FMS that meet the criteria of the definition for "Recent". Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this RFP. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, Offeror is defined as the prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

- * Name of Contracting Activity;
- * Contract Number;
- * Contract Type (fixed price, cost reimbursable, etc.);
- * Total Contract Value;
- * Description of work or NSN, Part Number and how it is relevant;
- * Contracting Officer/Contract Manager, current telephone number and current email address;
- * Administrative Contracting Officer, current telephone number and current email address; and
- * A brief summary of each contract cited, addressing on time deliveries and quality sub-factors.

A past performance customer survey for each contract listed completed by the applicable contracting officer. Survey should be emailed/mailed to the contracting office directly from the person(s) provided the survey. Email address to send surveys is kelly.hansel@us.armu.mil. Mailing address is in Block 7 of the SF33. Survey is attached to this solicitation. All past performance information shall be received by contracting officer no later than ten (10) days prior to closing of the solicitation.

Sub-factor A Quality
Sub-factor B On-time Delivery

The objective of the Past Performance factor is to determine if the offerers Past Performance provides evidence of successful delivery of similar products and actions taken to resolve any past quality/logistics issues.

Sub-factor A - Quality

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), unsuccessful First Article Tests, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Product Quality Deficiency Reports (PQDRs) and/or other product quality or related problems.

Sub-factor B - On-time Delivery

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made, during the period of recent verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and

Name of Offeror or Contractor:

dollar value of recent, relevant contracts. Where deliveries were made not in accordance with the original contract delivery schedule, the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

FACTOR V SMALL BUSINESS UTILIZATION

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
_____	_____	_____	_____
_____	_____	_____	_____
TOTAL SB \$	_____	_____	_____
LARGE BUSINESS	EST. \$ VALUE	PRODUCE OR SERVICE	COMPANY NAME
_____	_____	_____	_____
_____	_____	_____	_____
EST. TOTAL CONTRACT	\$_____		
EST. TOTAL SUBCONTRACTING	\$_____		

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

Technical is significantly more important than Management, which is slightly more important than Price, which is slightly more important than Past Performance, which is significantly more important than Small Business Utilization. Within Technical, the Quality sub-factor is equal to Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning. Within Management, the Program Management Plan is significantly more important than the Program IPT Structure. Within the Past Performance factor, the Quality sub-factor is slightly more important than On-time Delivery.

All non-price factors when combined are significantly more important than Price.

(End of provision)

(MS6001)

M-2	52.215-4589 LOCAL	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD	OCT/1997
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the best value to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

For evaluation purposes, Technical is significantly more important than Management, which is slightly more important than Price, which is slightly more important than Past Performance, which is significantly more important than Small Business Utilization. Within Technical, the Quality sub-factor is equal to Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning. Within Management, the Program Management Plan is significantly more important than the Program IPT Structure. Within the Past Performance factor, the Quality sub-factor is slightly more important than On-time Delivery.

All non-price factors when combined are significantly more important than Price.

(b) Information used in the evaluation will be obtained from the references listed in the proposal and other customers/sources known to the Government. Past performance information will be analyzed to ensure that corrective measures to past problems have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

(c) Awards may be made from the initial offers without discussions. If discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the report(s).

(End of provision)

(MS6000)

Section M - Evaluation of Offers

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Proposals will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The Past Performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials). Based on evaluations, it is the Governments intent to award a competitive, best value, firm fixed price, multiple year contract for M204 and M236 Mortar Propelling Charges.

Evaluation Factors. The Government will evaluate each offerors proposal as follows:

- Technical
- Management
- Price
- Past Performance
- Small Business Utilization

For evaluation purposes, Technical is significantly more important than Management; which is slightly more important than Price; which is slightly more important than Past Performance; which is significantly more important than Small Business Utilization. Within Technical, the Quality sub-factor is equal to Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning. Within Management, the Program Management Plan is significantly more important than the Program IPT Structure. Within the Past Performance factor, the Quality sub-factor is slightly more important than On-time Delivery.

All other non-price factors when combined are significantly more important than Price.

Award will be based on the evaluation of each offerors proposal in the following factors:

FACTOR I - TECHNICAL

- Sub-factor A Quality System
- Sub-factor B Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

Within the Technical Factor, the sub-factor Quality System is equal to the sub-factor Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning.

Sub-factor A - Quality System

The government will evaluate the offerors proposed Quality System Plan against the following:

- a. The adequacy of the offerors quality system application to meet RFP requirements. The proposal will be evaluated upon how well the offerors described quality system meets the requirements of ISO 9001:2000 or an equivalent quality program acceptable to the government.
- b. The adequacy of incoming inspections, in-process inspections, and final inspection procedures to identify all critical and major nonconformances. The adequacy of the Acceptance Inspection Equipment (AIE) designs, calibration procedures and maintenance schedules and the effect of cycle times and downtime.
- c. The ability of described process controls to ensure quality products by reducing variation and preventing nonconformities, including the prevention of critical defects.
- d. The adequacy of the quality system to manage nonconforming product, including identification, segregation, root cause analysis, corrective action, verification of effectiveness of corrective action, and disposition of nonconforming materials. This includes the adequacy of the quality system to identify critical defects and take required actions (e.g., line stoppage, Government notification, and re-start procedures).

Sub-factor B - Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning

The government will evaluate the offerors proposed manufacturing approach against the following:

- a. The ability of the overall processes the offeror proposes to produce components which meet product specification requirements.
- b. The adequacy of the individual steps in the process to both the quality of parts being produced and the overall production rate requirement of the mortar propelling charges defined in this solicitation.

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- c. The adequacy and availability of equipment and facilities to meet the RFP requirements.
- d. The adequacy of the offerors Contingency Plan to resolve any product lifecycle deficiencies.

FACTOR II - MANAGEMENT

Sub-factor A Program Management Plan
Sub-factor B Program Integrated Product Team (IPT) Structure

Within the Management Factor, the Program Management Plan is substantially more important than Program Integrated Product Team Structure.

Sub-factor A - Program Management Plan

The government will evaluate the offerors proposed program management plan for each ignition cartridge against the following:

- a. The adequacy of the Integrated Master Plan to control cost and schedule risk.
- b. The adequacy of resource allocation to individual tasks/milestones to assure that the delivery requirements of the RFP are met.
- c. The synchronization of the offerors Integrated Master Schedule to the offerors Integrated Master Plan.
- d. The offerors representation and understanding of the programs critical path.

Sub-factor B - Program Integrated Product Team (IPT) Structure

The Government will evaluate the adequacy of the offerors program IPT structure to minimize technical risk.

FACTOR III PRICE

Price (Area)

Price - The basis for the Price area will be total evaluated price.

Price analysis shall be used to determine (A) price reasonableness; and (B) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not necessarily limited to) other Government agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

The total evaluated price will be derived from the offerors unit prices as inserted into the pricing template. The total evaluated price is identified as Total Evaluated Price at the bottom of the Pricing tab of the template. This price represents an average value that takes into consideration the unit prices offered for various quantities over the five year period. This price is based upon calculations performed over the five year period using the offered prices applicable to various selected quantities. The following is provided to assist offerors in understanding how the Total Evaluated Price is calculated.

- a. The pricing template tab labeled Evaluation Calculations contains a table for the five year period on the solicitation. The unit prices offered for each range as shown in the Pricing tab are shown in the upper part of the table for year and each option period (year).
- b. The table for the five years contains a series of evaluation points as shown on the left side of the table. For each quantity, the program will determine the applicable unit price, and then multiply that quantity by the unit price to develop the total dollars.
- c. The program then determines the average of the individual quantities and total dollars associated with each quantity. These values are shown at the bottom of each table. This average is based on the assumption that there is an equal probability of an award at any of the evaluation points.
- d. The average quantity and total dollars for the five years are then transferred to the Pricing tab of the template to the Yearly Evaluated Price (All Ranges) section. The program then determines the applicable unit price by dividing the total price by the quantity.

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e. The program then determines the Total Evaluated price by summing the Total Price for the five year period, plus the total price for GFE. The total evaluated price will be the value used for the purpose of selecting the apparently successful offeror from a pricing standpoint.

The Firm Fixed Price CLINs (Base year and option periods), for hardware, shall be evaluated by adding the net prices for the Firm Fixed Price CLINs for all performance periods and will be reviewed to assess affordability, realism and reasonableness. Price factors that appear unreasonable, unrealistic, and/or unsupported, will be identified. The Government reserves the right to open discussions on any of the identified factors. Prices for all hardware items will be evaluated as the lowest overall price to the Government after consideration of all items, with first article.

Consideration of price in terms of best value and affordability may be controlling in circumstances where two or more proposals are otherwise adjudged equal or when a technically superior proposal is at a higher price, or one that the Government cannot afford.

As part of the price evaluation, proposals may be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.

FACTOR IV - PAST PERFORMANCE

- Sub-factor A - Quality
- Sub-factor B - On-time Delivery

Within the Past Performance factor, the Quality sub-factor is somewhat more important than On-time Delivery.

Sub-factor A - Quality

The Government will evaluate the offerors probability of quality success on these contracts based on its recent and relevant past quality performance, with consideration of the following:

- a. Proof/objective evidence that the offerors quality program identifies adverse trends/deficiencies. Corrective actions in place to correct adverse trends/deficiencies.
- b. Historical number and nature of Request for Waivers (RFW) and Request for Deviations (RFD) and whether they were caused by the contractors, subcontractors, or partners lack of process control.
- c. The number and nature of Product Quality Deficiency Reports (PQDR) that were caused by the contractor, subcontractor, or partner.
- d. The offerors quality system response to PQDRs, unsuccessful First Article Tests (FAT), Lot Acceptance Test (LAT) failures, Ballistic Lot Acceptance Test (BLAT) failures, or other product quality problems provided the following:
 - 1. Root cause analysis of deficiency.
 - 2. Corrective action(s) to prevent nonconformance.
 - 3. Corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance.
- e. Whether the offeror, any subcontractor, or partner, had any other quality problems as identified in the PPIMS database.
- f. Whether the offeror has received any Show Cause Letters.

Sub-factor B - On-time Delivery

The Government will evaluate the offerors ability to meet the required delivery schedule based on performance against past and current contracts. The Government will also evaluate the offerors explanations for past schedule slippages.

FACTOR V - SMALL BUSINESS UTILIZATION

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offerors that have no contractual history within three (3) years prior to the initial solicitation closing date, for the same or similar items that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals: Marginal, Adequate, Good, or Excellent.

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RATING CRITERIA

Definitions:

Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength is an aspect or attribute of an offerors proposal that appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Technical Factor (I), including the sub-factors of

A) Quality System and B) Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning, will be rated as Poor, Fair, Good, or Excellent based on the following (as part of these ratings a level of risk will also be assessed based on the offerors proposal):

Excellent: The offerors proposal is complete and comprehensive. The technical approach in performing the contract for mortar propelling charges has no weaknesses. It is clear that the offeror has a complete, comprehensive understanding of how their quality system must be applied to meet the contracts requirements. The offeror has identified and thoroughly described how Acceptance Inspection Equipment will be used throughout the process to assure product quality. The offeror has presented a detailed inspection plan and clearly understands the critical inspection processes. A comprehensive plan for removal of nonconforming material has been presented and related to the specifics of mortar propelling charge production. The proposed manufacturing process is more than adequate to produce mortar propelling charges at the required rates and the equipment/facilities to be utilized support this process. A comprehensive contingency plan has been presented to address all possible performance issues throughout the product life-cycle. No doubt exists that the offeror will be successful on this contract. It is completely clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of the resulting contract in an effective and timely manner. The offerors proposal and understanding of the requirements represents a low risk in performance.

Good: The offerors proposal is generally complete and comprehensive. There are very few areas where a complete, comprehensive understanding of the application of the quality system to contract requirements is not evident. There are minor discrepancies as to how Acceptance Inspection Equipment will be used throughout the process to assure product quality. The offeror has presented an adequate inspection plan and a general understanding the critical inspection processes. A plan for removal of nonconforming material has been presented and related to the specifics of mortar propelling charge production. The proposed manufacturing process is capable of producing mortar propelling charges at the required rates and the equipment/facilities to be utilized support this process. A contingency plan has been presented to address some performance issues throughout the product life-cycle. The overall technical approach is realistic, achievable, and supportable. It is fairly clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors proposal and understanding of the requirements represents a moderately low risk in performance.

Fair: The offerors technical approach meets the minimum requirements for manufacture of a complex energetic component, such as mortar propelling charges. The description of how the offerors quality system will be applied to meets the contract requirements is marginal. The use of Acceptance Inspection Equipment to ensure product quality is not adequately described. The offeror has presented a marginal inspection plan and understanding of the critical inspection processes. A plan for removal of nonconforming material has been presented but does not fully address product quality concerns. The proposed manufacturing process may be capable of producing mortar propelling charges at the required rates with Government assistance and possible schedule slippage. A marginal contingency plan has been presented to address some performance issues throughout the product life-cycle. The overall technical approach is achievable with Government assistance. Some delays from problem resolution are expected. It is anticipated that reliance on Government resources may be required to assure timely and effective performance. Some lack of understanding of the complex nature of this contract effort raises doubt and represents a moderate risk in performance.

Poor: The offerors technical approach indicates a lack of understanding of contract requirements. The proposed quality system is not applied to the production of mortar propelling charges. Inspection plans, equipment, and process are not adequate to ensure product quality. The proposed manufacturing process may be capable of producing mortar propelling charges at the required rates only with extensive Government assistance and schedule delays. Substantial doubt exists that the offeror will meet the requirements of this contract. The poor technical approach raises significant doubt that the offeror will be successful. Significant doubt exists that the offeror fully understands requirements. The proposal and understanding represents a high risk in performance.

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Management Factor (II), including the sub-factors of A) Program Management Plan and B) Program integrated Product Team (IPT) Structure, will be rated as Poor, Fair, Good, or Excellent based on the following (as part of these ratings a level of risk will also be assessed based on the offerors proposal):

Excellent: The offerors proposal is complete and comprehensive. The management approach in performing the contracts for mortar propelling charges has no weaknesses. The offeror has presented a complete, comprehensive Integrated Master Plan to control cost and schedule risk. The offerors Integrated Master Schedule clearly illustrates the integration of all tasks and milestones; and each schedule item is specifically addressed in the Integrated Master Plan. The offeror has identified and allocated all necessary resources to specific tasks and milestones. The offeror has presented a complete understanding of the programs critical path and how schedule risk will be mitigated. The offerors Integrated Product Team Structure includes comprehensive roles, responsibilities of key players, as well as efficient communication plans between organizations. No doubt exists that the offeror will be successful on this contract. It is completely clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors proposal and understanding of the requirements represents a low risk in performance.

Good: The offerors proposal is generally complete and comprehensive. There are very few areas where it is not evident how the Integrated Master Plan will be used control cost and schedule risk. The offerors Integrated Master Schedule illustrates the integration of all tasks and milestones; and most schedule items are addressed in the Integrated Master Plan. The offeror has identified and allocated necessary resources to most tasks and milestones. The offeror has presented an adequate understanding of the programs critical path. The offerors Integrated Product Team Structure includes roles, responsibilities of key players, as well as adequate communication plans between organizations. The overall management approach is realistic, achievable, and supportable. It is fairly clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors proposal and understanding of the requirements represents a moderately low risk in performance.

Fair: The offerors management approach meets the minimum requirements for manufacture of a complex energetic component, such as mortar propelling charges. The offerors proposal provides a marginal description of how the Integrated Master Plan will be used to control cost and schedule risk. The offerors Integrated Master Schedule does not completely depict the integration of tasks and milestones; and many schedule items are not addressed in the Integrated Master Plan. The offeror has not identified and allocated all of the necessary resources to complete tasks and milestones. The offeror has presented a marginal understanding of the programs critical path. The offerors Integrated Product Team Structure includes roles, responsibilities of some key players, and a marginal description of communication plans between organizations. The overall management approach is achievable with Government assistance. Some delays from problem resolution are expected. It is anticipated that reliance on Government resources may be required to assure timely and effective performance. Some lack of understanding of the complex nature of this contract effort raises doubt and represents a moderate risk in performance.

Poor: The offerors management approach indicates a lack of understanding of contract requirements. The offerors Integrated Master Plan and Integrated Master Schedule are inadequate to control cost and schedule risk. The offerors Integrated Master Schedule does not depict the integration of most tasks and milestones; and has many discrepancies with the Integrated Master Plan. The offeror has not identified or allocated necessary resources to complete most tasks and milestones. The offerors proposal is either missing or has indicated a lack of understanding of the program critical path. The offerors Integrated Product Team Structure is missing roles and responsibilities of some key players, and has an insufficient communication plan. Substantial doubt exists that the offeror will meet the requirements of this contract. The poor management approach raises significant doubt that the offeror will be successful. Significant doubt exists that the offeror fully understands requirements. The proposal and understanding represents a high risk in performance.

Past Performance Factor (IV), including the sub-factors of A) Quality and B) On-time Delivery, will be rated as Poor, Adequate, Excellent or Neutral based on the following:

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral however, rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

Sub-factor A - Quality

Excellent/Low Performance Risk: Virtually no doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as PQDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is virtually no doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to PQDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to

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identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Poor/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as PQDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance, or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance

Sub-factor B - On-Time Delivery

Excellent/Low Performance Risk: Based on past performance, essentially no doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, deliveries are usually on time.

Poor/High Performance Risk: Based on past performance, there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has a history of many untimely deliveries.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance. However, an offerors lack of past performance may be considered during a trade-off analysis.

Small Business Utilization Factor (V)

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

- The Government will evaluate all offerors (small, and large) proposed utilization of:
 - * Small Business (SB)
 - * Small Disadvantaged Business (SDB)
 - * Women-Owned Small Business (WOSB)
 - * Veteran-Owned Small Business (VOSB)
 - * Service Disabled Veteran-Owned Small Business (SDVOSB)
 - * Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and
 - * Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).
- For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.
- The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:
 - Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.
 - The extent of Small Business participation in terms of value of the total contract.
 - Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:
 - For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.
 - For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.
 - Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

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*** END OF NARRATIVE M 0001 ***

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SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS7002	52.204-7000 LOCAL	01-JUN-2005	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)
ADDED	AS7003	52.246-4536 LOCAL	01-JUL-2005	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION
AUTO	AS7001	52.252-4500 LOCAL	01-APR-2006	FULL TEXT CLAUSES

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED	CS6100	52.210-4501 LOCAL	01-MAR-1988	DRAWINGS/SPECIFICATIONS
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(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - 9312698:19203 with revisions in effect as of 9/21/05 (except as follows):

Add:

HCSDS	Rev	Date	Nomenclature	Ref-Doc
31	D	6/16/83	Nitrocellulose	MIL-DTL-244
408	B	5/12/81	Diphenylamine	MIL-D-98
601	G	10/19/87	Propellant, M10	MIL-P-63194
773	A	6/12/75	Potassium Sulfate	MIL-P-193
860	P	6/2/05	Components Combustible	9312697

1. Drawing 9352441: Add distribution Statement A.

2. The following paragraphs specify Performance Oriented Packaging (POP) Test and Heat Treatment of Wood requirements shall be included in this contract:

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the Armament Research Development and Engineering Center (ARDEC), Attn: AMSRD-AAR-AIL-P, Building 455, Picatinny Arsenal, NJ 07806-5000. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, the contractor shall not apply the UN POP certification marking provided on drawing 9313703. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Wood Packaging Materials The following applies if heat-treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention

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Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality mrks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides.

Document	Delete	Replace with
11829195	PPP-B-26	MIL-DTL-117
9211789	NBS-C429	A-A-59383 Marking Media, Opaque

(End of statement of work)

(CS6100)

ADDED	CS7200	52.246-4535 LOCAL	01-NOV-2005	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING
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CHANGED	CS7300	52.246-4536 LOCAL	01-JUL-2005	STATEMENT OF WORK - 2-D BAR CODING VERIFICATION
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(a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.

(b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.

(c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.

(d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.

(e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.

(f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

AUTO/CHANGE	CS7600	52.248-4502 LOCAL	01-MAY-2001	CONFIGURATION MANAGEMENT DOCUMENTATION
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(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

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(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

SECTION D - PACKAGING AND MARKING

CHANGED	DS6303	52.211-4508	01-JUL-1997	PACKAGING REQUIREMENTS
		LOCAL		

(a) Packaging shall be in accordance with 9313703 revision 1, dated 21 OCT 96 FOR SHIPPING PURPOSES ONLY.

(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

(c) Marking shall be in accordance with 9313703, REVISION L, DATED 21 OCT 96 FOR SHIPPING PURPOSES ONLY.

EXCEPTION: THE FOLLOWING SHALL APPLY TO DRAWING 9313709, REVISION L, DATED 21 OCT 96 FOR SHIPPING PURPOSES ONLY:

2-D BAR CODE MARKINGS ARE REQUIRED IN ACCORDANCE WITH 12982865, REV G, DATED 1 MAY 2003.

PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the Armament Research Development and Engineering Center (ARDEC), Attn: AMSRD-AAR-AIL-P, Building 455, Picatinny Arsenal, NJ 07806-5000. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, the contractor shall not apply the UN POP certification marking provided on drawing 9313703. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

(End of clause)

(DS6303)

CHANGED	DS6204	52.247-4517	01-MAR-1992	PALLETIZATION INSTRUCTION
		LOCAL		

Palletization shall be in accordance with 9313727, revision G, dated 1 SEP 99, FOR SHIPPING PURPOSES ONLY. 2-D BAR CODE MARKINGS ARE REQUIRED IN ACCORDANCE WITH ACV00561, REV D, DATED 7 OCT 2005.

(End of clause)

(DS6204)

SECTION E - INSPECTION AND ACCEPTANCE

PIIN/SHIN W52P1J-06-R-0006

MOD/AMD

AUTO	EF0001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES-FIXED-PRICE
AUTO	EF0007	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
CHANGED	ES6031	52.209-4512	01-MAY-1994	FIRST ARTICLE TEST (CONTRACTOR TESTING)
		LOCAL		

(a) The first article shall consist of:

See Table I of MIL-C-48867B with Amendment 4. Sample A 110 each. Sample B, Ballistic Sample of 200 each, shall not be shipped to the proving ground until the Contracting Officer has accepted Sample A which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to HQ ASC, ATTN: Marine Corp Liaison Office, 1 Rock Island, Rock Island, IL 61299-6500.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

PIIN/SHIN W52P1J-06-R-0006

MOD/AMD

CHANGED ES6001 52.246-4550 01-FEB-2004 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT
LOCAL

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

() ISO 9002

(x) ISO 9001-2000; only design/development exclusions permitted

() ISO 9001-2000; no exclusions permitted

or an alternate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

ADDED	ES7650	52.245-4545 LOCAL	01-OCT-2000	MIL-STD-1916
ADDED	ES7034	52.246-4506	01-MAR-2006	STATISTICAL PROCESS CONTROL (SPC)
ADDED	ES7645	52.246-4511 LOCAL	01-AUG-1999	QUALITY MANAGEMENT SYSTEM
ADDED	ES7012	52.246-4528 LOCAL	01-MAY-1994	REWORK AND REPAIR OF NONCONFORMING MATERIAL
ADDED	ES7010	52.246.4531 LOCAL	01-MAY-1994	ACCEPTANCE INSPECTION EQUIPMENT
ADDED	ES7011	52.246-4532 LOCAL	01-MAY-1994	DESTRUCTIVE TESTING
ADDED	ES7500	52.246-4552 LOCAL	01-FEB-2004	CRITICAL CHARACTERISTICS

SECTION F - DELIVERIES OR PERFORMANCE

ADDED	FF0026	52.211-17	01-SEP-1989	DELIVERY OF EXCESS QUANTITIES
AUTO	FF0040	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF0043	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0031	52.247-29	01-FEB-2006	F.O.B. ORIGIN
ADDED	FF0019	52.247-55	01-JUN-2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
ADDED	FA0100	252.247-7023 DFARS	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA
ADDED	FS7007	52.247-4551 LOCAL	01-FEB-1996	SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

PIIN/SIIN W52P1J-06-R-0006

MOD/AMD

AUTO HA0503 252.247-7024 01-MAR-2000 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
DFARS

CHANGED HA8704 252.223-7001 01-DEC-1991 HAZARD WARNING LABELS
DFARS

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of clause)

(HA8704)

CHANGED HF6011 52.223-3 01-JAN-1997 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material Identification NO.

(If none, insert NONE)

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Contracting Officer
U.S. Army Sustainment Command (ASC)
ATTN: AMSAS-ACA-L
Rock Island, IL 61299-6500

Commander
U.S. Army Sustainment Command (ASC)
ATTN: AMSAS-SF
Rock Island, IL 61299-6500

Commander
U.S. Army Sustainment Command (ASC)
ATTN: SJMFS-TD
Rock Island, IL 61299-6500

Commander
U.S. Army Joint Munitions Command (JMC)
ATTN: AMSJM-CCA-M
Rock Island, IL 61299-6500

Commander

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U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)
ATTN: AMSTA-AR-WEP-RP
Rock Island, IL 61299-7630

(End of clause)

(HF6011)

AUTO/CHANGE HA6001 252.211-7003 01-JUN-2005 ITEM IDENTIFICATION AND VALUATION
DFARS

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

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Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or
Exhibit Line Item Number

Item Description

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

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(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number).**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

CHANGED HS6028 52.242-4560 01-JUN-1996 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS
LOCAL REPORTS OF DELAYS IN DELIVERY

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

(b) The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document	1
Administration Office (ACO)	See Award document	3
Production Manager	AMSJM-CDG 1 Rock Island Arsenal Rock Island, IL 61299-6500	1
Project Officer	PM-CAS ATTN: Keith Luhmannann Bldg 171A, 2nd Floor Picatinny Arsenal, NJ 07806	1

(End of clause)

(HS6028)

PIIN/SIIN W52P1J-06-R-0006

MOD/AMD

CHANGED HS6025 52.246-4557 01-JAN-1995 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)
LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Contracting Officer
AMSAS-ACA-L
1 Rock Island Arsenal
Rock Island, IL 61299-6500

2. Production Management

Commander
AMSJM-CDG
1 Rock Island Arsenal
Rock Island, IL 61299-6500

3. Send additional copies to N/A in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

ADDED	HS7500	52.223-4556 LOCAL	01-JUN-1999	DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING CONTRACT COMPLETION OR TERMINATION
ADDED	HS7015	52.242-4591	01-DEC-2005	CONTRACTOR PERFORMANCE INFORMATION
AUTO	HS7600	52.247-4545 LOCAL	01-MAY-1993	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-JUL-2004	DEFINITIONS
AUTO	IF0003	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0006	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0028	52.203-6	01-JUL-1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0352	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0024	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0114	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0320	52.203-12	01-SEP-2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
AUTO	IF0740	52.204-4	01-AUG-2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0162	52.204-7	01-JUL-2006	CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0343	52.209-6	01-JAN-2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0011	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS

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AUTO	IF0004	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0016	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATION
AUTO	IF0015	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
ADDED	IF0050	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
AUTO	IF0334	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0043	52.219-9	01-OCT-2001	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II
AUTO	IF0045	52.219-9	01-JUL-2005	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0053	52.222-3	01-JUN-2003	CONVICT LABOR
ADDED	IF0054	52.222-4	01-JUL-2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
AUTO	IF0500	52.222-19	01-JAN-2006	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0056	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0066	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0057	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0061	52.222-35	01-DEC-2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0063	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0330	52.222-37	01-DEC-2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0710	52.222-39	01-DEC-2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
ADDED	IF0326	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
AUTO	IF0049	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0086	52.232-1	01-APR-1984	PAYMENTS
AUTO	IF0327	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0089	52.232-11	01-APR-1984	EXTRAS
ADDED	IF0081	52.232-16	01-APR-2003	PROGRESS PAYMENTS
AUTO	IF0062	52.232-17	01-JUN-1996	INTEREST
ADDED	IF0094	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
AUTO	IF0432	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0163	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0013	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0030	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF0770	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM

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AUTO	IF0126	52.242-2	01-APR-1991	PRODUCTION PROGRESS REPORTS
AUTO	IF0124	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0159	52.243-1	01-AUG-1987	CHANGES - FIXED PRICE
AUTO	IF0105	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED	IF0117	52.246-23	01-FEB-1997	LIMITATION OF LIABILITY
AUTO	IF0039	52.247-63	01-JUN-2003	PREFERENCE FOR U.S. - FLAG AIR CARRIERS
AUTO	IF0130	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0132	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0092	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
AUTO	IA0702	252.203-7001 DFARS	01-DEC-2004	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES
AUTO	IA0601	252.204-7003 DFARS	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0506	252.204-7004 DFARS	01-NOV-2003	REQUIRED CENTRAL CONTRACTOR REGISTRATION
AUTO	IA0706	252.205-7000 DFARS	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
ADDED	IA0709	252.209-7004 DFARS	01-MAR-1998	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
ADDED	IA0728	252.219-7003 DFARS	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
ADDED	IA0730	252.223-7002 DFARS	01-MAY-1994	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES
ADDED	IA0731	252.223-7003 DFARS	01-DEC-1991	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES
ADDED	IA0655	252.223-7004 DFARS	01-SEP-1988	DRUG-FREE WORK FORCE
AUTO	IA0738	252.225-7012 DFARS	01-MAY-2004	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA0690	252.226-7001 DFARS	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
AUTO	IA0515	252.231-7000 DFARS	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	IA0774	252.232-7003 DFARS	01-MAY-2006	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
AUTO	IA0526	252.243-7001 DFARS	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED	IA0760	252.245-7001 DFARS	01-MAY-1994	REPORTS OF GOVERNMENT PROPERTY
AUTO	IA0527	252.246-7000 DFARS	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT

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AUTO/CHANGE IF8400 52.248-1 01-FEB-2000 VALUE ENGINEERING

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of solicitation W52P1J-06-R-0006 and the resulting contract (if applicable), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

CHANGED IF6086 52.217-7 01-MAR-1989 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the pricing matrix. The Contracting Officer may exercise the option by written notice to the Contractor within the life of the resulting contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

(IF6086)

CHANGED IF6350 52.223-3 01-JAN-1997 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL

(If none, insert "None")

IDENTIFICATION NO.

(End of clause)

(IF6350)

AUTO/CHANGE IF6250 52.243-7 01-APR-1984 NOTIFICATION OF CHANGES

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

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- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
- (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
 - (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.
- Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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(IF6250)

ADDED	IF7018	52.209-3	01-SEP-1989	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING
ADDED	IF7098	52.223-11	01-MAY-2001	OZONE-DEPLETING SUBSTANCES
AUTO	IF7016	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO	IA7015	252.211-7005	01-NOV-2005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS
AUTO	IA7035	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS
AUTO	IS7025	52.201-4500	01-FEB-1993	AUTHORITY OF GOVERNMENT REPRESENTATIVE LOCAL
ADDED	IS7100	252.219-7012	01-NOV-2005	DOD MENTOR-PROTEGE PROGRAM

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA0705	252.209-7001	01-SEP-2004	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
AUTO/CHANGE	KF6006	52.204-8	01-JAN-2006	ANNUAL REPRESENTATIONS AND CERTIFICATIONS

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332993.

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the

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representations and certifications posted on ORCA.

(End of provision)

ADDED	KA7500	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS
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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

AUTO	LF0032	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
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AUTO	LF0604	52.211-2	01-JAN-2006	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)
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ADDED	LF0602	52.214-34	01-APR-1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
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ADDED	LF0603	52.214-35	01-APR-1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
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ADDED	LF0054	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS
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ADDED	LF0038	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
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ADDED	LA0701	252.206-7000	01-DEC-1991	DOMESTIC SOURCE RESTRICTION DFARS
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CHANGED	LF6008	52.216-1	01-APR-1984	TYPE OF CONTRACT
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The Government contemplates award of a one-year firm fixed price contract with four additional option years resulting from this solicitation.

(End of provision)

(LF6008)

CHANGED	LF6021	52.233-2	01-AUG-1996	SERVICE OF PROTEST
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, AMSAS-ACA-L, 1 Rock Island Arsenal, Rock Island, IL 61299-6500.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

AUTO/CHANGE	LM6100	52.211-4510	01-AUG-2001	PARTNERING AMC
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(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win"

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philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Mr. James Prather, PCO (include names, positions, and roles in contract administration).

(End of provision)

(LM6100)

AUTO	LM7010	AMC	01-MAR-2006	AMC-LEVEL PROTEST PROGRAM
ADDED	LS7003	52.214-4584 LOCAL	01-NOV-2005	HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS
ADDED	LS7012	52.215-4578 LOCAL	01-OCT-1997	COST DATA BREAKDOWN
AUTO	LS7001	52.215-4583 LOCAL	01-FEB-2004	DISCLOSURE OF UNIT PRICES
ADDED	LS7010	52.222-1100 LOCAL	01-FEB-2003	10 U.S.C. 4543 PILOT PROGRAM

SECTION M - EVALUATION FACTORS FOR AWARD

CHANGED	MS6001	52.215-4586 LOCAL	01-OCT-1997	SECTION M, EVALUATION FACTORS FOR AWARD
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The following are the evaluation factors for award:

Technical is significantly more important than Management, which is slightly more important than Price, which is slightly more important than Past Performance, which is significantly more important than Small Business Utilization. Within Technical, the Quality sub-factor is equal to Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning. Within Management, the Program Management Plan is significantly more important than the Program IPT Structure. Within the Past Performance factor, the Quality sub-factor is slightly more important than On-time Delivery.

All non-price factors when combined are significantly more important than Price.

(End of provision)

(MS6001)

CHANGED	MS6000	52.215-4589 LOCAL	01-OCT-1997	EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD
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(a) The Government expects to award a contract to that offeror whose proposal is determined to represent the best value to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

For evaluation purposes, Technical is significantly more important than Management, which is slightly more important than Price, which is slightly more important than Past Performance, which is significantly more important than Small Business Utilization. Within Technical, the Quality sub-factor is equal to Manufacturing Approach/Processes, Equipment/Facilities, and Contingency Planning. Within

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Management, the Program Management Plan is significantly more important than the Program IPT Structure. Within the Past Performance factor, the Quality sub-factor is slightly more important than On-time Delivery.

All non-price factors when combined are significantly more important than Price.

(b) Information used in the evaluation will be obtained from the references listed in the proposal and other customers/sources known to the Government. Past performance information will be analyzed to ensure that corrective measures to past problems have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

(c) Awards may be made from the initial offers without discussions. If discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the report(s).

(End of provision)

(MS6000)